

**From:** Jessica Pennington  
**To:** [R9LandSubmit](#)  
**Cc:** [Sanders-Curry, Madison](#)  
**Subject:** Clean Harbors Los Angeles, LLC\_Emerald Transformer Surety Bonds and Updates  
**Date:** Wednesday, July 12, 2017 12:33:13 PM  
**Attachments:** [image001.png](#)  
[Letter 071217.pdf](#)  
[Performance Bond LA 063017.pdf](#)  
[Performance Bond LA2 063017.pdf](#)  
[TSCA Permit Application - Updates Reg 9 071217.pdf](#)

---

Good Afternoon,

Please see attached documentation per our phone call on Friday July 7.

- Letter describing additional attached documents
- Facility Surety Bond (1)
- Facility Surety Bond (2)
- Facility TSCA Permit application Administrative Updates

Please do not hesitate to contact me with questions or if additional information is needed.

Thank you,



**Jessica Pennington** CESCO  
Director of Safety and Environmental Compliance

Emerald Transformer ▪ 4509 State Highway 83 North ▪ Defuniak Springs, Florida, 32435  
O: 850-892-2711 ▪ C: 850-333-8772 ▪ Direct: 850-401-3200  
[jpennington@emeraldtransformer.com](mailto:jpennington@emeraldtransformer.com) ▪ [www.emeraldtransformer.com](http://www.emeraldtransformer.com)



## PERFORMANCE BOND

Date bond executed: June 30, 2017

Effective date: June 30, 2017

Principal: Emerald Transformer Western States LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

Type of organization: a limited liability company

State of incorporation: Delaware

Surety(ies): Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond indicate closure and post-closure amounts separately]:

EPA Identification Number CAD 050 806 850, Clean Harbors Los Angeles, 5756 Alba St., Los Angeles, CA 90058

Total penal sum of bond: Ninety One Thousand Five Hundred Ninety Eight and No/100 Dollars  
(\$91,598.00)

Surety's bond number: 1143852

Know All Persons By These presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes such Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Toxic Substances Control Act (TSCA) as amended, to have a permit or approval in order to own or operate each PCB commercial storage facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or approval, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit or approval as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit or approval, as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the closure requirements of 40 CFR 761, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit or approval requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the post-closure requirements of 40 CFR 761 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit or approval requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.

The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, approvals, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by ending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is(are) located.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no degree in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this

surety bond is substantially similar to the wording in 40 CFR 761.65(g)(3) as such regulation was constituted on the date this bond was executed.

Principal

Emerald Transformer Western States, LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

(Seal)

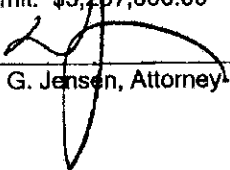
By:   
Robin Wilson, Chief Financial Officer

Corporate Surety(ies)

Lexon Insurance Company  
10002 Shelbyville Rd, Suite 100  
Louisville, KY 40223

(Seal)

State of Incorporation: Texas  
Liability Limit: \$5,257,000.00

By:   
David G. Jensen, Attorney-In-Fact

Bond premium: \$4,580.00 Annually (based on current bond amount of \$91,598.00)

POWER OF ATTORNEY

LX-296027

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: David G. Jensen, Erin Brown, Kristin D. Thurber its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,500,000.00, Four Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

*David E. Campbell*  
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY

*Amy Taylor*  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30<sup>th</sup> Day of June, 2017.



BY

*Andrew Smith*  
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

## PERFORMANCE BOND

Date bond executed: June 30, 2017

Effective date: June 30, 2017

Principal: Emerald Transformer Western States LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

Type of organization: a limited liability company

State of incorporation: Delaware

Surety(ies): Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond indicate closure and post-closure amounts separately]:

EPA Identification Number CAD 050 806 850, Clean Harbors Los Angeles, 5756 Alba St., Los Angeles, CA 90058

Total penal sum of bond: One Million Two Hundred Sixty Three Thousand Two Hundred Sixty Seven and No/100 Dollars (\$1,263,267.00)

Surety's bond number: 1143853

Know All Persons By These presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes such Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Toxic Substances Control Act (TSCA) as amended, to have a permit or approval in order to own or operate each PCB commercial storage facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or approval, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit or approval as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit or approval, as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the closure requirements of 40 CFR 761, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit or approval requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the post-closure requirements of 40 CFR 761 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit or approval requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.



The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, approvals, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by ending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is(are) located.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no degree in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this

surety bond is substantially similar to the wording in 40 CFR 761.65(g)(3) as such regulation was constituted on the date this bond was executed.

Emerald Transformer Western States, LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

Principal

(Seal)

By:   
Robin Wilson, Chief Financial Officer

Lexon Insurance Company  
10002 Shelbyville Rd, Suite 100  
Louisville, KY 40223

Corporate Surety(ies)

(Seal)

State of Incorporation: Texas  
Liability Limit: \$5,257,000.00

By:   
David G. Jensen, Attorney-In-Fact

Bond premium: \$63,163.00 Annually (based on current bond amount of \$1,263,267.00)

POWER OF ATTORNEY

LX-296028

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: David G. Jensen, Erin Brown, Kristin D. Thurber its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,500,000.00, Four Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

*David E. Campbell*  
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY

*Amy Taylor*  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30<sup>th</sup> Day of June, 2017.



BY

*Andrew Smith*  
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Clean Harbors Los Angeles, LLC

a Division of



TSCA PCB Commercial Storage  
Permit Application

## Contents

<b>1.0</b>	<b>PCB COMMERCIAL STORAGE INTRODUCTION.....</b>	<b>4</b>
<b>1.1</b>	<b>FACILITY INFORMATION .....</b>	<b>6</b>
<b>2.0</b>	<b>FACILITY OWNER/OPERATOR QUALIFICATIONS .....</b>	<b>7</b>
<b>2.1</b>	<b>IDENTIFICATION OF THE OWNER, OPERATOR, AND OFFICIALS OF THE FACILITY WITH DIRECT MANAGEMENT RESPONSIBILITIES.....</b>	<b>7</b>
<b>2.2</b>	<b>IDENTIFICATION OF THE PERSON RESPONSIBLE FOR OVERALL OPERATIONS OF THE FACILITY, AND THE SUPERVISORY EMPLOYEES RESPONSIBLE FOR OPERATION OF THE FACILITY .....</b>	<b>8</b>
<b>2.3</b>	<b>PRINCIPAL OFFICERS.....</b>	<b>9</b>
<b>2.4</b>	<b>COMPANIES OWNED OR OPERATED.....</b>	<b>10</b>
<b>2.5</b>	<b>TECHNICAL QUALIFICATIONS &amp; EXPERIENCE OF KEY EMPLOYEES.....</b>	<b>11</b>
<b>2.6</b>	<b>COMPLIANCE HISTORY .....</b>	<b>12</b>
<b>2.7</b>	<b>AFFILIATION LISTING.....</b>	<b>15</b>
<b>3.0</b>	<b>FACILITY DESIGN.....</b>	<b>16</b>
<b>3.1</b>	<b>PCB WASTE INVENTORY .....</b>	<b>16</b>
<b>3.2</b>	<b>FACILITY DESIGN QUALIFICATIONS &amp; CERTIFICATION.....</b>	<b>19</b>
<b>3.3</b>	<b>FACILITY DESIGN AND CONSTRUCTION STANDARDS .....</b>	<b>20</b>
3.3.1	<i>Roof and Walls.....</i>	<i>20</i>
3.3.2	<i>Floor and Curbing.....</i>	<i>20</i>
3.3.3	<i>Floor Penetrations.....</i>	<i>20</i>
3.3.4	<i>Floor Construction .....</i>	<i>21</i>
3.3.5	<i>100-Year Flood Water Elevation.....</i>	<i>21</i>
3.3.6	<i>Storage Capacities.....</i>	<i>21</i>
<b>3.4</b>	<b>JURISDICTION.....</b>	<b>23</b>
<b>3.5</b>	<b>WRITTEN DESCRIPTION AND TOPOGRAPHY .....</b>	<b>24</b>
3.5.1	<i>PCB Storage Facility.....</i>	<i>24</i>
3.5.2	<i>Hazardous Waste Management Unit .....</i>	<i>24</i>
3.5.3	<i>Lab Area .....</i>	<i>24</i>
3.5.4	<i>Flood Plain.....</i>	<i>24</i>
3.5.5	<i>Adjacent Surface Waters or Wetlands .....</i>	<i>24</i>
3.5.6	<i>Surrounding Land Uses .....</i>	<i>24</i>
3.5.7	<i>Traffic Flow .....</i>	<i>24</i>
3.5.8	<i>Underground Storage Tanks.....</i>	<i>24</i>
3.5.9	<i>Security Systems and Procedures .....</i>	<i>25</i>
3.5.10	<i>Signs .....</i>	<i>25</i>
3.5.11	<i>Closed PCB Units.....</i>	<i>25</i>
<b>3.6</b>	<b>ENVIRONMENTAL CONDITIONS.....</b>	<b>26</b>
3.6.1	<i>Surface Water Proximity.....</i>	<i>26</i>
3.6.2	<i>Drinking Water Proximity .....</i>	<i>26</i>
3.6.3	<i>Sewers.....</i>	<i>26</i>
3.6.4	<i>Ground Water Location Issues .....</i>	<i>26</i>

## 1.1 Facility Information

Facility Name: Clean Harbors Los Angeles LLC

Facility Address: 5756 Alba Street  
Los Angeles, CA 90058  
EPA ID # CAD050806850

## **2.0 Facility Owner/Operator Qualifications**

### **2.1 Identification of the Owner, Operator, and Officials of the Facility with Direct Management Responsibilities**

#### **Property and Business Operation and Ownership**

Building and Land Owner:

Emerald Transformer Western States LLC  
1675 S. State Street  
Suite B  
Dover, Delaware 19901

Business Owner and Operator:

Clean Harbors Los Angeles LLC  
5756 Alba Street  
Los Angeles, California 90058

This facility is one of several operating as part of this corporation. Clean Harbors Los Angeles LLC is a member organization of Transformer Services Holdco LLC owned by Emerald Transformer Western States LLC.

**2.2 Identification of the Person Responsible for Overall Operations of the Facility, and the Supervisory Employees Responsible for Operation of the facility**

The key employees responsible for the day-to-day operation of the facility are as follows:

Mike Golden	VP of Transformer Services
Steve Peterson	Facility Operations Manager
Jose Flores	Facility Operations Supervisor

Note: Additional affiliations for Mike Golden are the Clean Harbors PPM, LLC locations. These facilities are permitted to manage PCB's and include the following five locations:

Ashtabula, OH  
Coffeyville, KS  
Philadelphia, PA  
Tucker, GA  
Twinsburg, OH



## 2.3 Principal Officers

The principal officers of Emerald Transformer Western States LLC are:

CEO: Stuart Prior

COO: N/A

CFO: Robin Wilson

Director of Human Resources: Meredith Allred

Director of Safety and Environmental Compliance: Jessica Pennington

Executive Vice President, Operations: Michael Burns

Executive Vice President Sales and Marketing: Shane Willis

## 2.4 Companies Owned or Operated

Clean Harbors Los Angeles, LLC is a wholly owned subsidiary of Transformer Services Holdco LLC owned by Emerald Transformer Western States LLC. Emerald Transformer Western States LLC does own and operate a number of other companies that conduct similar business models in regards to Environmentally Regulated Services to customers within the Power Distribution Industry. With the exception of Mike Golden, the member's officers do not own or operate any other companies.

The parent's officers own and operate all the related subsidiaries and have or have had some ownership interest in numerous other corporate entities.

The compliance history in Section 5.6 covers the Clean harbors Los Angeles, LLC location.

## 2.5 **Technical Qualifications & Experience of Key Employees**

Individuals who are directly responsible for the operation of the facility have extensive training in hazardous waste management and/or engineering. The principal individuals who make decisions related to the facility's operations are: the Vice President of Transformer Services, Facility Operations Manager and Facility Operations Supervisor.

Mike Golden has worked for Clean Harbors since 1990 and served as Director of Site Services for PPM PCB Services since 2005. His responsibilities include overseeing all aspects of PPM PCB environmental services performed out of five service locations throughout the United States. Prior to his tenure as Director he has served as General Manager for the Deptford, NJ Service Center and Field Services Manager. He has over twenty years of experience in environmental remediation, emergency response services and waste management including most aspects of the site remediation and emergency response services pertaining to petroleum, chemical and PCB cleanup activities. Since the 2013 revision of this permit application, Mr. Golden has acquired the role of Vice President of Transformer Services.

Steve Peterson became Facility Operations Manager after the 2013 revision of this permit application.

Jose Flores became Facility Operations Supervisor after the 2013 revision of this permit application.

## 2.7 Affiliation Listing

A diagram showing the affiliated companies currently and/or owned and operated in the past five years by the parent company officials is below:

